



EMERGENCY AMBULANCE SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT is made and entered into the June 14, 2019, between American Medical Response of Massachusetts, Inc. ("AMR") and City of Greenfield, a city within the Commonwealth of Massachusetts ("City of Greenfield"). This Agreement supersedes any previous agreement between AMR and the City of Greenfield and serves as the sole contractual agreement between the two parties for term of services.

WHEREAS, the City of Greenfield is a political subdivision of the State with authority over the delivery of pre-hospital emergency medical services ("EMS") within its jurisdiction;

WHEREAS, AMR is a licensed provider of high-quality EMS with the capability to provide EMS within the City of Greenfield's jurisdiction;

WHEREAS, in order to assure that residents and visitors within the City of Greenfield's jurisdiction receive appropriate EMS when required as a result of injury or illness, the City of Greenfield desires to grant AMR the right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Operating Area.** The City of Greenfield hereby grants AMR the right to provide emergency medical services (the "Services") within City of Greenfield (the "Service Area"). The City of Greenfield shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and the City of Greenfield ("Dispatch Protocols"). City of Greenfield shall require that all such emergency calls, including those received on seven digit numbers, be routed to AMR as provided in the Dispatch Protocols. Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. AMR will accept all calls without regard to gender, race, religion, age, nationality or ability to pay.

To ensure the parties intent under the terms of this Agreement, the parties agree to work together to provide a connection for digital media sharing on dispatching of all

calls for Services hereunder.

2. **Facilities, Equipment and Operations.** AMR will maintain a headquarters physically located in the City of Greenfield. AMR will staff the a minimum of 2 ALS ambulance units scheduled 24 hours a day 7 days a week. AMR agrees that it will notify the City of Greenfield if both ALS units will be unavailable for more than 90 minutes.

AMR will upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as it deems necessary. AMR will be responsible for all capital and equipment purchases with such purchases to be made in its reasonable discretion. Whenever it is necessary to transport equipment that belongs to first responders along with the patient in an AMR ambulance, AMR will replace the equipment that is damaged during use by AMR. Such equipment will include, but not be limited to, stretchers, splints, extrication devices or backboards.

AMR shall grant the City of Greenfield ordering access to its supply ordering and management system, which shall be invoiced and paid monthly by the City of Greenfield.

3. **Personnel.** AMR reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein. AMR will be responsible for all management and personnel issues related to EMS employees hired by AMR. EMS personnel shall at all times be employees of AMR and shall be subject to AMR personnel policies and guidelines, including AMR's Standard Operating Procedures for the Service Area.

4. **Obligations of the City of Greenfield.** The City of Greenfield agrees to retain AMR as the primary ambulance provider of all ambulance transportation including but not limited to emergency medical Services and non-emergency medical Services, during the Term. The City of Greenfield agrees to adopt or amend any necessary ordinances or regulations to effect this Agreement. The City of Greenfield agrees to provide dispatch for all 911 calls and will provide dispatch services in accordance with generally accepted national standards. The City of Greenfield PSAP will work with AMR to develop and implement standard operating guidelines which outline policies and procedures for dispatch and communication of all 911 calls with AMR units and AMR staff. To the extent required, all ambulance calls for non-emergency medical Services such as doctor's appointments, dialysis, and nursing home transportations will be routed through the AMR Communications Center.

5. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local

laws and regulations, including the federal Anti-kickback Statute. AMR's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

6. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

7. **Meeting and Cooperation.** AMR shall meet monthly with the City of Greenfield Fire Chief or as requested. AMR shall attend monthly public safety meetings. AMR shall provide Fire and Emergency Standby coverage at Fires and other Emergencies at the request of the Fire Chief or the Fire Chiefs designee. AMR also agrees that it shall participate and assist with City of Greenfield emergency planning.

8. **Emergency Medical Services Schedule of Charges and Billing.** AMR will be responsible for billing and collections for all Services provided by AMR. Billing and settlement of claims will be at the sole discretion of AMR. Notwithstanding the foregoing, AMR will use reasonable efforts to establish payment plans for individuals with limited means and will consider "charity care" on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of AMR.

9. **Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

10. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers' compensation insurance in the statutory required amounts.

11. **Term.** The initial term of this Agreement shall be for 3 years from June 1, 2019 through May 31, 2022, with one additional one (1) year automatic extensions unless either party terminates this agreement pursuant to Section 12. The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

12. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (150) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. In the event that AMR terminates this Agreement, without cause AMR shall reasonably assist in the transition of services for the City of Greenfield.

13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and City of Greenfield administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

15. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

16. **Compliance Program and Code of Conduct.** AMR has made available to the City of Greenfield a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the City of Greenfield acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's

compliance policies, including training related to the Anti-kickback Statute.

17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

18. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

19. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

Office of the Mayor
City of Greenfield
14 Court Square
Greenfield, MA 01303

If to AMR:

Regional Director
American Medical Response
595 Cottage Street
Springfield, MA 01104

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle 14th Floor
Greenwood Village, Colorado 80111

20. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

If to City of Greenfield:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**AMERICAN MEDICAL RESPONSE OF
MASSACHUSETTS, INC.**

DocuSigned by:

Edward Van Horne


By:

Thomas Maxian, Regional President Northeast

Edward Van Horne, President and CEO
COO Global Medical Response

CITY OF GREENFIELD, MASSACHUSETTS

U/M

By: 

Print Name: William Martin

Print Title: Mayor